

Services Agreement as of April 4, 2012:

PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING CONTRACT. This Services Agreement (the "Agreement") describes the terms and conditions applicable to your access and use of any products or services offered by Nemaris, Inc. ("Nemaris"). Nemaris may amend this Agreement at any time by posting the amended Agreement on our website and providing notice to you by email or any other method. Users are deemed to be apprised of and bound by any changes to this Agreement once notice is provided, and any use of the Services after such notice shall be further evidence of your acceptance of such changes. Nemaris may make changes in the Services at any time. You understand that Nemaris may discontinue or restrict your use of the Services for any reason. This Agreement is effective the earlier of the date you use the Services or the date you click "ACCEPT" below (the "Effective Date").

1. Definitions. As applicable to this Agreement:

"Content" indicates all the images, recordings, information, data, documents, software, material, text products and services offered or made available to User while using the Service.

"Customer Data" indicates any and all images, data, documents, information or material made available or submitted by User while using the Service.

"Intellectual Property" indicates any and all inventions (whether patentable or not), patent applications, patents, design rights, registered or unregistered copyrights, registered or unregistered trademarks, copyright or trademark applications, service marks, trade names, domain name rights, mask work rights, proprietary procedures, know-how and other trade secret rights, and all other intellectual property, and any and all derivatives, modifications, enhancements and updates thereof.

"Participant" indicates any Service-using individual, corporation, organization or entity, including without limitation any User and/or medical professional who offers, provides, posts, or utilizes any information using the Service.

"Personally identifiable information" includes (but is not limited to) any information identifiable with any individual, corporation, organization or entity, including without limitation, any name, address, phone number, e-mail address, date of birth, and financial information (such as a credit card number).

"Practice of Medicine" indicates presenting one's self to the public as being trained and qualified to analyze, diagnose, treat, prescribe for, palliate, or prevent any human accidental or natural deformity, disease, ailment, pain, injury, or physical or mental

condition, whether by the use of exercise, surgery manipulation, drugs, electricity, or any physical, mechanical, psychological, or other means whatsoever.

“Protected Health Information” (“PHI”) indicates any information that may identify a person and that relates to the person’s past, present or future physical or mental health or condition and related health care services.

"Professional Services" indicates professional information, services or support provided to any public or private corporation, organization, group, entity, or any other individual or member of the public in actual or assumed professional capacity or under the auspices of being performed by a member of a profession within a specific field, including without limitation the Practice of Medicine.

"Medical Consultation" indicates the providing of professional medical information or opinions in connection with a professional relationship with another physician or organization, upon which the consulting physician or organization may rely in providing Professional Services to a patient, patients, or health organizations.

"Nemaris know-how" (“know-how”) indicates without limitation all of Nemaris' proprietary information, know-how, and technology (including image acquisition and processing methods, software, processes, hardware, products, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical or information-related material or information) provided or made known by Nemaris in providing the Service. To avoid doubt, Nemaris shall at all times have, to the extent possible, own and retain Intellectual Property Rights in and to any and all Nemaris know-how.

"Service" indicates any of Nemaris’ products or services, including without limitation Nemaris’ storage medium based or internet online services for medical image acquisition and processing, information retrieval or exchange, analysis, support, or other services invented, developed, instituted, operated and/or maintained by Nemaris.

"User" indicates any party registering for Services upon execution and compliance with the terms and conditions of this Agreement. To avoid doubt, execution and compliance with the terms and conditions of this Agreement is a condition that must be fulfilled precedent to any use of the Service. Any use or attempted use of the Services without execution of the Agreement, and/or without full compliance with the terms and conditions of this Agreement, shall constitute unauthorized use and access to the Services.

2. Medical, Medical Research, Educational, or Industrial Use of Nemaris or any of its Service modules.

For the Benefit of Physicians, Health Organizations, Medical Research Organizations,

or Medical Supply Companies Only; No Medical Analysis, Diagnoses or Proposal for Procedures by Nemaris. User fully understands and agrees that the Services provided hereunder, including without limitation all information obtained from the use of Services, are to be used strictly in accordance with this Agreement and solely for the benefit of the User in its performance of medical research, training, Professional Services, and/or the Practice of Medicine. Nemaris and any of its Services are neither able to or designed for providing by themselves any valid medical diagnosis, plans for treatment, medical research, training, Professional Services and/or Practice of Medicine. User shall at all times remain fully responsible for providing any and all necessary analysis, diagnosis, consultation, treatment, planning, medical research, training and care with respect to any Medical Consultation, Professional Services and/or Practice of Medicine rendered, and Nemaris expressly disclaims any such involvement by virtue of its provision of the Services or otherwise. Suggestions, information or opinions expressed by linkage to other professionals or organizations on the Service are those of the respective authors only, not of Nemaris or any of its affiliates, officers, directors, employees, agents, licensors and/or suppliers, and Nemaris expressly disclaims any and all responsibility with respect to any such suggestions, information and/or opinions.

No Medical Consultation by Nemaris or any of its Service modules; No Practice of Medicine. User fully understands and agrees that the Service does not constitute and may not be relied upon as Medical Consultation, the Practice of Medicine, or Professional Services. User hereby represents and warrants that any possible compensation, or any other form of consideration or tender exchanged between Participants related to the use of the Service shall be expressly and clearly unrelated to any charges, consideration or tender between Nemaris and User arising from, related to, or in connection with any use of the Service pursuant to the Agreement.

No Patient/Physician Relationship. Receiving or using any information facilitated by the Service, or otherwise participating or benefiting from the Service, shall not create a patient/physician relationship between User and/or Nemaris with any other Participant or third party and Nemaris specifically and expressly disclaims any such relationships.

No Standards of Care Created. User consents and recognizes that information obtained or provided by Nemaris cannot be construed as establishing or stating standards of care applicable to the Practice of Medicine, Professional Services, Medical Consultation, or to any third party. User and Participants realize that they have a personal and independent duty of analysis, professional examination, diagnosis, and treatment planning, and cannot base medical decisions, or any Practice of Medicine, Professional Services or Medical Consultation upon suggestions, information, or opinions provided or obtained through the Service. Participants shall not expressly or impliedly, knowingly or unknowingly, represent that any information provided by Participants or Nemaris, including without limitation, advice or information obtained or obtainable through the Service, constitutes or may be the basis of any Medical Consultation, Professional Services, Practice of Medicine or prescription as to particular medical standards of care for any patient.

No Responsibility for Use of Medical Devices. Nemaris is not responsible for the functioning or usage of medical implants or devices described or discussed on the Service, including any "off-label" usage. Only the User and Participants themselves are responsible for providing Professional Services, Medical Consultation, or Practice of Medicine with respect to the use of specific medical implants or devices.

Professional Status; Professional Liability Insurance. Any User who purports to be engaged in the Practice of Medicine and/or provides any Medical Consultation, hereby represents and warrants that he/she is a Board Certified or Board Eligible physician, or maintains equivalent status (as closely as possible) based on the laws and regulations of the foreign jurisdiction where such User resides and practices. Each and every such User agrees and covenants that he/she has and will maintain in place at all times professional liability insurance, acceptable to Nemaris in form, substance and amount, in at least the amount of \$1,000,000 (U.S. dollars) in coverage per occurrence, or equivalent coverage (as closely as possible) based on the currency and insurance coverage available in the foreign jurisdiction where such User resides and practices. Each participating medical professional shall immediately cease the use of any Services if their professional certification, eligibility or liability coverage is interrupted, reduced, modified, altered, suspended or terminated/expires for any reason, and to notify Nemaris immediately in any such case.

3. License Grants & Restrictions. User acknowledges and agrees that, as between the parties, Nemaris owns all right, title, and interest in and to the Service, including all Intellectual Property therein. Nemaris hereby grants to the properly registered User, a non-exclusive, non-transferable, non-sublicensable, fully-revocable right to access and use the Service by the means provided by Nemaris, for User's use strictly in accordance with this Agreement and solely for the benefit of the User in its performance of medical research, training, Professional Services and/or the Practice of Medicine. All rights not expressly granted to User are reserved by Nemaris and its licensors. Specifically, without the express written permission of Nemaris, User shall not (i) in any way license, sublicense, sell, resell, transfer, assign, distribute or otherwise professionally or commercially exploit or make available to any third party the Service in any way; (ii) modify, change, or make derivative works based upon the Service; (iii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a service or product using similar features, tools, functions, processes, or graphics of the Service, or (c) copy any features, functions, tools, images, or graphics of the Service.

4. Privacy & Security. Users may be asked to submit Personally identifiable information and/or Protected Health Information relating to themselves or to patients. Nemaris agrees to use reasonable and appropriate technical, administrative, and physical security

controls to protect Personally identifiable information and PHI from disclosure to unauthorized parties.

What information we collect: Nemaris may ask for and collect from you personally identifiable information at certain points throughout use of its products. Depending on the information and/or services you request, you may be asked to provide your name, email address and other information. Once you provide your personal information, you are not anonymous to Nemaris. Nemaris may also collect information about how you use the Surgimap Software (the “Software”), including without limitation the number of computers on which the Software was used, the length of time in each user session, and how you use individual features within the Software. Nemaris may also collect non-identifiable information about patient diagnostic categories and the types of surgeries you plan to perform. **NEMARIS DOES NOT INTENTIONALLY COLLECT ANY PERSONALLY IDENTIFIABLE PATIENT INFORMATION.**

In addition to the information you knowingly provide, Nemaris collects the domain names and IP addresses of its visitors, along with usage statistics (e.g., types of web browsers and operating systems used) and browsing history. This data is used to more efficiently operate Nemaris’ business, promote our products and services and administer the Website. Nemaris may combine this information with the personally identifiable information it collects.

How Nemaris uses your information: Nemaris may use your information-

- To provide you with personalized content.
- To process and respond to inquiries.
- For the purposes for which you provided the information.
- To improve the content and navigability of the Website.
- To alert you to new Website features, special events, products and services.
- To send you email advertising third party products.
- To enforce the User Agreement

In the future, we may sell some or all of our assets. In such transactions, customer information generally is one of the transferred business assets. In the event of a sale of our assets including our database, customer information will be transferred. We will require buyers to honor our privacy policy.

Information Sharing with Unaffiliated Third Parties: Nemaris may disclose your personally identifiable information to another entity (i) for purposes of outsourcing one or more of the functions described in the previous section; (ii) to confirm or update

information provided by you; (iii) to inform you of important information; and/or (iv) as a part of a sale of assets as described in the previous section. We may also share your information in response to a subpoena, legal order or official request, when we believe you have acted in violation of the User Agreement, or when we believe that doing so may protect your safety or the safety of others.

Information Sharing with Affiliated Companies: We may share your personally identifiable information with other companies in the Nemaris family, co-branding partners and network partners, and will require the recipient to comply with the provisions of this privacy policy.

Sharing and use of de-identified information: Information that is de-identified (stripped of any information that could be used to identify you) may be used by Nemaris for any reason and shared freely with affiliates, partners and other third parties. This information is usually aggregated (combined with information from many other users), and may include information such as traffic patterns, trends in connection with various types of inquiries, and other information.

5.HIPAA Business Associate Agreement.

- a) **Limitation on Use and Disclosure.** Nemaris agrees to use and disclose User's Protect Health Information ("PHI"), as that term is defined at 45 C.F.R. § 160.103 only as permitted or required by this Agreement, or as required by law.
- b) **Safeguards.** Nemaris agrees to use appropriate safeguards to prevent the use or disclosure of User's PHI other than as provided for in this Agreement, or as required by law and shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of User pursuant to the Agreement.
- c) **Reporting of Uses/Disclosures Not Provided for in Contract.** Nemaris agrees to report to User uses or disclosures of the User's PHI not provided for in this Agreement, of which Nemaris becomes aware.
- d) **Use of Agents and Subcontractors.** Nemaris agrees to ensure that its agents (including subcontractors) to whom it provides PHI received from the User, or created or received by Nemaris on behalf of the User, will enter into a business associate agreement with Nemaris agreeing to the same restrictions and conditions that apply to Nemaris pursuant to this Agreement with respect to such PHI.
- e) **Access to PHI in a Designated Record Set.** Nemaris agrees to provide access, upon reasonable written notice by the User, to PHI in a Designated Record Set, as that term is

defined at 45 C.F.R. § 164.501, to the User in order to meet the requirements of 45 C.F.R. § 164.524.

f) Amendment of PHI in a Designated Record Set. To the extent Nemaris has PHI contained in a Designated Record Set, it agrees to make such information available to User for amendment at the written request of the User, within a reasonable amount of time, in order to meet the requirements of 45 C.F.R. § 164.526.

g) Incorporation of Amendments. To the extent Nemaris has PHI contained in a designated record set, which is subject to valid amendment pursuant to 45 C.F.R. §164.526, it agrees to incorporate amendments presented by User, upon User's written request, within a reasonable amount of time of such a request.

h) Accounting of Certain Disclosures. To the extent Nemaris makes a disclosure that must be accounted for pursuant to 45 C.F.R. §164.528, it will report the requisite account information to User, within a reasonable amount of time, upon User's written request for such information.

i) Availability of Books and Records. Nemaris agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of User available to the Secretary of the United States Department of Health and Human Services for purposes of determining User's compliance with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations regarding privacy and security contained in 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Privacy and Security Rules").

j) Notwithstanding the above, Nemaris strongly urges Users to carefully protect all applicable Protected Health Information in connection with their case postings, including by deleting or covering or rendering not traceable any such information as needed under the applicable laws prior to sending or attaching images.

6. User Responsibilities. The User is fully responsible for all activity occurring by, under or through User's Services access or accounts, whether or not authorized by User. User represents and warrants that it shall at all times be and remain fully compliant with all applicable local, state, national and foreign laws, treaties and regulations, including those related to the Practice of Medicine, Professional Services, Medical Consultation, privacy and security of medical information (e.g. HIPAA), protection of intellectual property, international communications and the transmission of technical or personal data. User shall: (i) notify Nemaris immediately of any unauthorized use of any Customer Data, passwords or accounts or any other known or suspected breach of privacy and security; and (ii) report to Nemaris immediately and use reasonable efforts to stop immediately any unauthorized access, copying, use, modification, or distribution

of any Services, Customer Data, Intellectual Property Rights and/or any kind of Content that is known or suspected by User.

User assumes the responsibility for properly (as intended by the Agreement with Nemaris) obtaining and maintaining any software, data bases or other services needed to connect to and maintain the Service, access or otherwise use the Service, including, without limitation, server, software, Internet browsers operating system, networking, web servers, long distance and local telephone service, but excluding the Service itself (collectively, "Equipment"). User shall be responsible for ensuring that such Equipment is compatible with the Service. User shall also be responsible for the use, and maintaining the security, of the Equipment. User shall be at all times fully responsible for the use and protection of any and all passwords used in connection with the Services, and expressly waives any responsibility on the part of Nemaris with respect to any lost, stolen, misused, mishandled or any other loss, damages, claims or liability with respect to any passwords used in connection with the Services.

Users shall carefully protect all applicable Protected Health Information in connection with their case postings, including by deleting or covering or rendering not traceable any such information as needed under the applicable laws prior to sending or attaching images.

As a condition to User's use of the Service, User agrees not to:

- * upload, post, email, transmit or otherwise make available any information, materials or other Content that is illegal, harmful, threatening, inappropriate, abusive, harassing, offensive, invades another's privacy, or mischaracterizes any person or entity, or falsely states or otherwise misrepresents any person's or entity's affiliation with any other person or entity;
- * upload, post, email, transmit or otherwise make available any information, materials or other Content that User knows to infringe another's rights, including any intellectual property rights;
- * upload, post, email, transmit or otherwise make available any material that contains software viruses of any kind or any other potentially harmful computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or attempts to commercialize any product or service without the specific license by and agreement with Nemaris;
- * reverse engineer, decompile or disassemble any of the software used to provide the Service;
- * interfere with or disrupt the Service, or any servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or

* obtain, collect, store or modify the Personally identifiable information about other Users or Participants.

* utilize any USB key obtained from Nemaris or third parties containing Surgimap Software for purposes other than the use of Surgimap Software.

Nemaris must reserve all rights to fully investigate and prosecute violations of any of the above. Nemaris may involve and cooperate with law enforcement authorities in prosecuting Users who violate this Agreement. User acknowledges that Nemaris has no obligation to pre-screen or monitor User's access to or use of the Service or any information, materials or other Content provided or made available through the Service, but has the right to do so for the purpose of operating the Service, to ensure User's compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. User hereby agrees that Nemaris may, in the exercise of Nemaris' sole discretion, remove or delete any postings, information, materials or other Content that violates this Agreement or that is otherwise objectionable.

7.Fees. It is agreed that, as consideration for the Services to be provided under this Agreement, every User shall pay Nemaris the fees or subscription amounts presented by Nemaris at the time of purchase, and the terms and conditions presented at that time shall become a part of this Agreement. User shall be responsible for any and all of its costs and expenses in registering, connecting to and using the Services, and with respect to the performance of its obligations under this Agreement.

8.User Data. In the course of using the Service, User may submit Customer Data. User hereby grants to Nemaris a non-exclusive, perpetual, royalty-free, fully paid-up, worldwide right to use, copy, distribute, display, disclose, sublicense, transfer, perform, modify and make derivative works from such Customer Data, in connection with Nemaris' development, invention, provision, implementation, operation, maintenance and testing of the Service. User, not Nemaris, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Nemaris shall not be responsible or liable for the deletion, accuracy, correction, disclosure, destruction, damage, loss or failure to store any Customer Data.

9.Intellectual Property Ownership. Nemaris alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Nemaris know-how, Intellectual Property, Content and the Service. This

Agreement is not a sale and does not convey to User any rights of ownership in or related to the Service, the Nemaris know-how, Intellectual Property, Content or the Service. The Nemaris and Surgimap names, the Nemaris and Surgimap logos, and the product names associated with the Service are trademarks of Nemaris or third parties, and no right or license is granted to use them.

10. Term and Termination. This Agreement shall take effect on the Effective Date and will continue in effect for the period of duration of the User's subscription period as communicated to User by Nemaris at the time of registration.

a) Either party may terminate this Agreement immediately upon notice, if the other party breaches any of its material obligations under this Agreement, and if such breach is not remedied within 10 (10) days following written notice to such breaching party.

b) Upon termination of this Agreement for any reason, Nemaris shall return and/or destroy all PHI received or created pursuant to this Agreement that Nemaris maintains in any form and shall retain no copies of such information. If return or destruction of such PHI is not feasible, Nemaris will continue to extend the protections set forth in Section 5 of this Agreement to such information and limit further use or disclosure of such PHI to those purposes that make the return or destruction infeasible, for so long as Nemaris maintains such PHI.

11. Representations & Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and will at all times comply with all laws, rules and regulations applicable to their business and dealings under this Agreement.

12. Disclaimer of Warranties. THE SERVICE AND ALL CONTENT IS PROVIDED TO USER STRICTLY ON AN "AS IS" "AS AVAILABLE" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY NEMARIS AND ITS LICENSORS. NEMARIS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. NEMARIS AND ITS LICENSORS DO NOT

REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET USER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY USER THROUGH THE SERVICE WILL MEET USER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

User recognizes that the Service may be temporarily interrupted or unavailable by accident or for scheduled maintenance or for unscheduled maintenance, either by Nemaris or by third-party providers, or because of other causes beyond Nemaris' reasonable control. Nemaris will not be held liable for any such interruption or unavailability, but Nemaris shall attempt to use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption of significant length if viable and possible.

Do Not Rely on Information on Service. Regarding the application to medical situations, every User specifically understands and agrees that information provided by Nemaris or any Participant or resulting from use of the Service does not constitute, and may not be construed as, Medical Consultation, Professional Services or the Practice of Medicine by Nemaris, and every User hereby agrees that User will not consider, represent or advertise any information obtained from the use of the Service as resulting from Medical Consultation, the provision of Professional Services or the Practice of Medicine by Nemaris. User specifically agrees to not represent to anyone that information learned from the Service, any Nemaris website, the User's account with Nemaris or suppliers of Nemaris constitutes any Medical Consultation, Professional Services or the Practice of Medicine. The information contributed or provided by Participants on the Service is strictly that of those Participants and is not reviewed in any way nor ever professionally endorsed by Nemaris. Nemaris shall have no duty to insure the accuracy or appropriateness of any information on the Service or any information contributed or provided by Participants on the Service.

13.Limitation of Liability. IN NO EVENT SHALL NEMARIS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY USER IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL NEMARIS AND/OR ANY OF ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND

(INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT, INFORMATION OR ADVICE OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF SUCH PARTY OR SUCH OF ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nemaris (and its licensors, to the extent applicable) do not warrant that the Service is suitable or available for reception and use in all locations and all countries. Specifically if a User is located outside of the United States of America, then it is the User who is solely responsible for compliance with all applicable local laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States or the User's country' of residence's laws is prohibited.

14. Assignment. No assignment of this Agreement is permissible except by written agreement of Nemaris or except in consequence of a merger, acquisition, or sale of all or substantially all of User's assets or business to which this Agreement pertains, without the prior written approval of Nemaris. Assignments in violation of this clause will be null and void.

15. No Legal Duty to User. Nemaris and other Participants expressly disclaim any and all legal duty to any individual User and any recipient of information or advice obtained from the Service, or to any third parties or entities not a party to this Agreement.

16. All Information obtained by Service is Confidential. User will treat as confidential and not provide to any person or entity any suggestions, opinions, Content or other such information learned relative to the functioning and results of the Service obtained, unless such information is in the public domain or otherwise agreed upon in writing. If any such information becomes the subject to any subpoena or other legal requirement for production, User will give notice to Nemaris in sufficient time for Nemaris to intervene and defend itself against the publication of the information. User will cooperate with Nemaris in intervening and resisting the publication of the information.

17. Agreement Not to Assert Claims Against Nemaris or Participants; Waiver of Claims. User agrees that User will not assert against Nemaris (or any of its affiliates, officers,

directors, employees, agents, licensors, suppliers, or other Participants), any legal claims, demand, or actions, however described, in law or in equity arising from or relating to any use of the Service, including information or advice obtained from the Service. User specifically agrees to waive any and all claims, demands, actions or any rights to assert any type of legal claim against Nemaris or other Participants for any reason whatsoever relating to, or arising from, the use of the Service. Any User, including without limitation any affiliate, officer, director, employee, agent or contractor of User, will be held fully financially responsible for any damages or disadvantages occurring to Nemaris arising from or related to any breach of any of its obligations or duties under the Agreement, or any negligence or willful misconduct.

18. Indemnification of Nemaris and Participants. User agrees to defend, indemnify and hold Nemaris, its affiliates, officers, directors, employees, agents, licensors, suppliers and its Participants harmless from and against any actual or alleged claims, actions, demands, costs, fees, liabilities, expenses and settlements (including, without limitation, reasonable legal, accounting and expert fees), arising from or related to, any use of the Service, including information or advice obtained from the Service, including without limitation any breach of any representations, warranties, terms and/or conditions set forth under this Agreement. Nemaris will provide notice to User within a reasonable time of any such claim, suit or proceeding and shall reasonably cooperate with User, at User's expense, in User's defense of any such claim, suit or proceeding.

19. General. This Agreement shall be governed by New York law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in New York, New York. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, patient/physician or agency relationship exists between User and Nemaris as a result of this Agreement, or any use of the Service. The failure of Nemaris to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Nemaris in writing. This Agreement comprises the entire agreement between User and Nemaris with respect to User's use of the Service and supersedes all prior or contemporaneous negotiations, discussions, terms and conditions or agreements, whether written, oral or online, between the parties regarding the subject matter contained herein. In the event of any conflict between this Agreement and such additional terms and conditions, this Agreement shall govern.

BY CLICKING ACCEPT, BELOW, YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.